

Contract no. 1273

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AGREEMENT

between

THE TOWNSHIP OF FRANKLIN AND  
FRANKLIN TOWNSHIP SUPERVISORY OFFICERS ASSOCIATION  
(POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL NO. 154)

Effective: January 1, 1991

to

December 31, 1992

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This agreement is made this        day of January, 1991 by and between the Township of Franklin ("Township"), a public employer of the State of New Jersey, and the Franklin Township Supervisory Officers Association, PBA Local 154 ("SOA").

### Purpose and Intent

The Township and the SOA desire to establish, maintain and regulate all standards of hours of work, rates of pay and all other terms and conditions of employment of the Bargaining Unit represented by the SOA.

### Article 1: Recognition

The Township recognizes the SOA as the sole, exclusive majority representative for collective negotiations within the meaning of N.J.S.A. 34:13A-1, et. seq., for a unit including police sergeants and lieutenants employed by the Township of Franklin and excluding police captains, and the chief of police pursuant to the Certification of Representative issued by the N.J. Public Employment Relations Commission on April 7, 1989.

### Article 2: Agency Shop

A. Representation Fee - If an employee does not become a member of the SOA during any membership year, from January 1 to December 31, which is covered in whole or in part by this agreement, said employee will be required to pay a Representation Fee to the Association for that membership year. Before the beginning of each membership year, the SOA will notify the employee in writing of the amount of the regular membership dues which the SOA intends to charge its members for the membership year. The representation Fee to be paid by non-members will be equal to eighty-five (85%) per cent of that amount.

#### B. Representation Fee Deduction

During each membership year covered in whole or in part by this agreement, the SOA will submit to the Township a list of those employees who have not become members of the SOA for the then current membership year. The Township will deduct from the salaries of these employees the full amount of the Representation Fee and will promptly transmit the amount so deducted to the SOA.

The Township will deduct the Representation Fee in equal installments as nearly as possible from the paychecks paid to each employee on the aforesaid list during the membership year in question. The deductions will begin with the second paycheck after receipt of the list by the Township.

If an employee who is required to pay a Representation fee terminates his or her employment with the Township before the SOA has received the full amount of the Representation Fee to which it is entitled under this Article, the Township will deduct the unpaid portion of the fee from the last paycheck paid to the employee during the membership year in question.

The SOA will notify the Township in writing of any change in the list provided to the Township, and will notify the Township of any change in the amount of the Representation Fee.

#### C. Demand and Return of Representation Fees

The SOA shall establish and maintain at all times a Demand and Return System as provided by N.J.S.A. 34:13A-5.5(c) and 5.6. Membership in the SOA shall be available to all employees in the bargaining unit on an equal basis at all times. If the SOA fails to maintain such a system or if membership is not available then the Township shall immediately cease making such deductions.

### Article 3: Rights of Employees

The Township acknowledges that employees subject to this Agreement are public employees having certain rights under the Laws of the State of New Jersey to form, join and assist any employee, or organization, or to refrain from any activity or both. The Township and the SOA agree that employees under this Agreement shall be free to exercise any of these rights without fear of penalty or reprisal.

#### Article 4: Just Cause

No police officer will be disciplined except for just cause.

#### Article 5: Wages

A. Employees shall receive salary increases of 6.70% effective January 1, 1991 and 6.85% effective January 1, 1992 as reflected in Appendix A.

B. The annual wage increases of this agreement shall be based upon time of service and not made contingent upon any merit and/or evaluation system.

## Article 6: Longevity

In addition to salaries and wages paid to police personnel, per Article 5 above, there shall be longevity payments provided according to the table herein below, which shall be effective each year following completion of each five (5) years of continuous service so long as no permanent personnel policies shall have been established by the Township and agreed upon by the Bargaining Unit. According to this table, each employee shall receive longevity payments based upon the following scale:

- |                                  |                                   |
|----------------------------------|-----------------------------------|
| A. Five (5) years of service     | Two and one-half (2.5%) percent   |
| B. Ten (10) years of service     | Four and one-half (4.5%) percent  |
| C. Fifteen (15) years of service | Five and one-half (5.5%) percent  |
| D. Twenty (20) years of service  | Six and one-half (6.5%) percent   |
| E. Twenty-five (25) years        | Eight and one-half (8.5%) percent |

1. The amount authorized in the above longevity schedule shall be in addition to the basic salary established in the Police Service Salary Schedule established above.

2. Longevity payments in accordance with the above shall be included in the members' regularly scheduled compensation payments.

3. The years of service herein shall be determined from the date the employee commences working for the Township.

## Article 7: Overtime

A. The Township agrees to compensate members of the bargaining unit at the rate of 1-1/2 times the regular rate of pay for all time worked beyond the normal work period (i.e. 8 hours in a work day, 40 hours in a work week and 2,080 hours in a year). There shall be two (2) exclusions from the overtime compensation:

1. The fifteen (15) minute briefing period held prior to the beginning of the eight (8) hour shift.

2. Up to eight (8) scheduled training days per calendar year over and above the normal 4-2 work shift. It shall be noted that scheduled training days can also be used for other police related activities, not scheduled during the months of July and August, and are to be scheduled a minimum of three (3) weeks apart.

B. Each member of the bargaining unit will have the option of taking overtime in the form of compensatory time at the rate of time and one-half. It being understood that the maximum amount of compensatory time that can be accumulated at any one time by any member of the bargaining unit will be thirty-two (32) hours worked or forty-eight (48) hours of time off during the years of 1991 and 1992.

C. At the present time and at the time of this Agreement, the bargaining unit is working a four (4) day on, two (2) day off shift. It is understood that the rate of overtime compensation becomes effective at an hourly threshold lower than that called for under the Fair Labor Standards Act, (excluding the aforementioned exemptions). The 4-2 shift is for example purposes only and it is understood that Management reserves the right to change shifts as needed.

#### Article 8: Uniform and Uniform Cleaning Allowance

A. The Township and the SOA agree that there will be an annual clothing allowance and uniform cleaning allowance in the total amount of \$853.00 for 1991, and \$912.07 for 1992, which shall be paid to members of the bargaining unit upon submission of a voucher in accordance with Township policy.

B. This schedule does not apply to other items of equipment which are supplied by the Township.

C. The Township agrees to replace any clothing or equipment damaged in the line of duty not due to the employee's negligence as shown in an incident report at actual replacement cost. The items of equipment and the values covered by this clause are as follows:

1. Handcuffs
2. Flashlight
3. Wristwatch (Limit \$25.00)
4. Eyeglasses or contact lenses (Limit \$100.00)
5. Briefcase (Limit \$50.00)
6. Bullet Proof Vest
7. Leather gear

### Article 9: Vacation

The vacation policy for the Bargaining Unit as established and agreed to by the Township shall be as follows: Based upon the anniversary date each members of the bargaining unit shall accumulate vacation benefits in accordance with the following schedule:

A. Vacation entitlement shall be accrued using the day the employee commences employment with the Township (including time accrued as a member of any other department of the Township).

B. Entitlement shall be as follows:

Upon completion of five (5) years	15 days per year
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Upon completion of ten (10) years	20 days per year
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Upon completion of (15) fifteen years	25 days per year
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Upon completion of (20) twenty years	30 days per year
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C. Any member of the bargaining unit shall have the right to accumulate and carry over from year to year up to two (2) years earned vacation. Nore more than two (2) years worth of vacation may be accrued at any time.

### Article 10: Sick Leave

A. The existing sick leave policy of earning one (1) day per month for each month of service with an accumulation of up to one hundred thirty (130) days shall remain in effect during this agreement. Each employee will be credited with twelve (12) sick days as of January 1 of each year to be used during the calendar year, provided that in the event an employee leaves during the year and he has taken more than his pro rata share of sick leave of one (1) day per month, any excess sick leave taken will be deducted from the final paycheck.

B. Individual sick days shall not be used to cover time lost due to on the job injuries provided that the member provides evidence from a physician assigned by the insurance carrier and agreed upon by the Township Manager.

C. Individual sick days may be used for the illness of a member of an employee's household which requires the employee's personal care and attention, not to exceed three (3) days.

D. The use of individual sick days for illnesses or accidents beyond the minimum in lieu of commencing disability income protection coverage shall be at the option of the member.

E. Disability income program payments are to be financed through equitable shares by the employer and employee on a payroll deduction basis during the term of this contract. This is on a 50-50 basis depending on salary.

F. Before January 1, 1988 the employee or his designated beneficiary had been entitled to receive payment for unused accumulated sick leave upon retirement or death after ten (10) full years of service with the Township up to a maximum of one hundred (100) days computed on the basis of final wages. Effective January 1, 1988, employees who retired in 1988, the year of implementation of the Police and Fire Retirement System, would not be paid for accumulated sick leave.

Effective January 1, 1989, any employee who retires will receive ten (10) percent of the accumulated sick leave for each year after the one (1) year anniversary of implementation of PFRS until one hundred percent (100%) is returned at the employee's tenth year, according to the following schedule:

<u>Within Years of System Change</u>	<u>Percent Reinstated</u>	<u>Days</u>
0-1	0	0
1-2	10	10
2-3	20	20
3-4	30	30
4-5	40	40
5-6	50	50
6-7	60	60
7-8	70	70
8-9	80	80
9-10	90	90
10+	100	100

This entitlement will remain non-negotiable through December 31, 1998.

(Nothing in this Agreement shall affect the regulations regarding the utilization of sick time prior to retirement).

G. Deferred retirement benefits shall not count as retirement for purposes of this section.

H. Any eligible employee desiring to receive a lump sum payment upon retirement shall give written notice to the Township at least twelve (12) months prior to the employee's anticipated retirement date requesting such lump sum payment. In the event such notice is not given or in the event of the death of an eligible employee, this benefit shall be paid in twelve (12) equal monthly installments without interest. The Township shall have forty-five (45) days from receipt of the employee's formal Notice of Retirement Approval, or from the employee's date of death, to make final computations of the amount due. No payment under this section shall count toward nor affect, either by increasing or decreasing, any pension or retirement benefit due to employee.

#### Article 11: Personal Leave

A. In addition to the normal vacation schedule contained in Article 8, each member of the bargaining unit shall be entitled to two (2) days personal leave per year, with the exception of supervising officers working three (3) uniformed shifts, who shall receive one (1) additional personal day per year. This entitlement shall remain non-negotiable through December 31, 1992.

B. Personal leave may be used for, but not necessarily be limited to, concluding real estate transactions, family affairs, illness of a member of immediate family (including grandmothers and grandfathers and those relatives residing in the same household), out-of-town family business trips (non-funeral), meetings not related to job or professional duties, medical appointments and funerals not covered under funeral leave.

C. Personal leave shall not be taken in conjunction with normal vacation schedules.

D. Personal leave is not cumulative.

E. Requests for personal leave shall be submitted to and approved by the Department Head or his/her designated representative at least three (3) days in advance, except in unusual circumstances.

#### Article 12: Leave of Absence

A leave of absence without pay may be granted for good cause to any employee for a period of up to one (1) year. In addition, the Township may extend a leave of absence without pay beyond one (1) year for a three (3) month period which may be renewed, but the total of any leave of absence shall not exceed a second year.

### Article 13: Stand-by Duty

A. Each member of the bargaining unit who is notified that he/she has been placed on stand-by duty, during off-duty hours, shall be entitled to three (3) hours pay at the rate of time and one-half for each twenty-four (24) hour period or any part thereof, with payment to be made for at least three (3) hours if he/she is called into police headquarters. (That is he/she shall be paid for any three (3) hours of any twenty-four (24) hour period or part thereof). Officers placed on stand-by must be notified when they are released by the shift commander.

B. Stand-by pay as it relates to Detectives on weekends shall be limited to the forty-eight (48) hour period as comprised of Saturday and Sunday. Detectives shall be compensated at a rate of six (6) hours pay at time and one-half.

C. Detectives, if called in, shall be guaranteed the entirety of the stand-by pay, and in addition, shall be compensated for any time worked in excess of the three (3) hour stand-by period at a rate of time and one-half.

4. Stand-by pay shall not be interpreted to include on call court subpoenas.

E. All police officers shall be guaranteed a minimum of two (2) hours at a rate of time and one half for actual court appearances on their time off.

### Article 14: Tuition Benefits

A. An employee pursuing either an Associate Degree or a Bachelors Degree in the field of Criminolgy, Police Science, Police Administration, Criminal Justice, or Public Administration shall be reimbursed not in excess of thirty (\$30.00) dollars per semester for books and tuition costs, and not in excess of the amount of thirty-five (\$35.00) dollars per credit for 199 and forty (\$40.00) per credit for 199 upon the successful completion of each college semester.

B. Successful completion shall mean the attainment of a "C" grade or better during a course of study in the aforementioned fields.

C. A Prerequisite for reimbursement of other courses of study is that it be approved by the Township Manager before the employee shall be eligible for same.

### Article 15: Conducting Association Business

The Township shall grant two (2) days off per year without loss of pay to the SOA President or his/her designee, to attend monthly PBA meetings.

If the regularly scheduled tours of duty are on a day of a meeting then the President or his/her designee shall be excused for that day's tour of duty or if regular scheduled tour of duty hours are between the hours of 11:00 P.M. to 7:00 A.M. the day after the meeting, then at his/her option, be entitled his/her choice of day off.

### Article 16: Grievance Procedure

A. Definition. A grievance, within the meaning of this Agreement, shall mean a difference of opinion or dispute arising between the Township and the SOA or between the Township and an employee concerning rates of pay, wages, hours of employment or concerning the interpretation or application of this Agreement and condition of employment.

B. Purpose. The purpose of the procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise from time to time.

C. Procedure. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified, however, may be extended by mutual agreement.

1. Any party in interest may be represented at all stages of this grievance procedure by himself/herself or any representative of his/her choosing. When an employee is not represented by the SOA, the SOA shall have the right to be present and to state its view at all stages of the grievance procedure by reason of such participation.

2. The following procedure may be initiated by either party and shall be followed:

a. Level One. The employee and the chairman of the SOA Grievance Committee or the employee individually shall meet with the Division Commander. If the grievance is not settled at Level One or if no decision is delivered by the Division Commander within seven (7) working days, both parties shall complete and sign the proper form and forward it for action at the next step in the procedure.

b. Level Two. The SOA President or his/her designated representative and the SOA Grievance Committee Chairman, along with the employee, or the employee individually, shall meet with the Chief of Police to discuss the grievance within seven (7) working days.

c. Level Three. The SOA President or his/her designated representative and the SOA Grievance Committee Chairman, along with the employee, or the employee individually, shall meet with the Township Manager to discuss the grievance within seven (7) working days.

d. Level Four. If a settlement is not reached pursuant to Level Three, either party may elect to submit a grievance to arbitration. However, the party requesting arbitration shall give notice to the other party of its intention to arbitrate. The matter shall be submitted to arbitration in the following manner:

(1) A request for an arbitrator shall be made to the Public Employment Relations Commission or the New Jersey State Board of Mediation according to the rules and regulations of each respective agency. The parties to be bound by the procedures of the selected agency.

(2) The arbitrator's decision shall be set forth in writing with his reasons for the decision and be rendered within thirty (30) days after the final date of the hearing, which decision shall be final and binding upon the parties.

(3) The cost of the services of the arbitrator shall be borne equally between the SOA and the Township. Any other expenses incurred, including but limited to the presentation of witnesses, shall be paid by the party incurring same.

### 3. Miscellaneous:

a. If, in the judgment of the SOA Grievance Committee, a grievance affects a group of employees, the Committee may submit such grievance in writing to the Manager directly and the processing of such grievances shall commence at Level Three.

b. Decisions rendered at any level of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and the Chairman of the SOA Grievance Committee.

c. Forms for filing grievance and notices of hearings shall be prepared jointly by the SOA and the Township Manager and given appropriate distribution.

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d. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives.

Article 17: Separability Clause

In the event that any provision of this Agreement shall at any time be declared invalid by any legislative act or any court of competent jurisdiction, such decision shall not invalidate the entire Agreement, it being the express intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

Article 18: Welfare Benefits

The Township agrees to provide each member of the Bargaining Unit with the following benefits. The Township agrees that in the event an improved health insurance package is obtained during the term of this Agreement that the members of the Bargaining Unit shall receive the new health benefit coverage.

A. Traditional Basic Health Care Coverage

1. Program Components

a. Hospitalization Coverage with Connecticut General Plan.

b. Major Medical Insurance with Connecticut General (Medical/Surgical).

2. Cost

a. No cost to employee.

b. The Township pays the entire cost of the premium for the coverage code (i.e., employee only, family) for which the employee is eligible and enrolls.

B. Health Maintenance Organization

1. Rutgers Community Health Plan

2. CIGNA HMO

3. Cost: In accordance with the appropriate state statutes, the Township pays the same amount toward the cost of the premium of the alternative HMO as it does the Traditional Plan for the same coverage code (i.e. employee only, parent/child(ren), family). Any additional costs for the HMO will be paid by the employee through payroll deductions.

C. Prescription Drug Program

1. P.C.S. - Pharmaceutical Card System, Inc.

2. Cost: Township pays the entire cost of the premium for the coverage code (i.e. employee only, family) for which the employee is eligible and enrolls.

D. Dental Program

1. Connecticut General

Cost - Township pays the entire cost of the premium for the coverage code (i.e. employee only, family) for which the employee is eligible and enrolls.

E. Optical Program

Township will reimburse employee \$50.00 per annum.

Article 19: Holidays

A. The members of the Bargaining Unit shall receive compensation for the days designated by the Township.

New Years Day

Martin Luther King's Birthday

President's Birthday (Washington)

Good Friday

Municipal Township Election (second Tuesday in May)

Memorial Day

Independence Day

Labor Day

General Election Day (first Tuesday after the first Monday in November)

Veterans Day

Thanksgiving Day

Friday after Thanksgiving Day

Christmas Day

B. Holiday Pay Practice

1. Due to police officers working shift work, holiday pay shall be computed as follows:

(a) When physically working a holiday, the officer receives 12.0 hours extra pay, plus his regular two weeks salary;

(b) When an officer is not physically working a holiday, the employee receives 8.0 hours extra pay plus his regular two weeks salary;

(c) A holiday is defined as the twenty-four (24) , hour period beginning at 12:01 A.M. ending at 11:59 P.M. on those calendar dates officially designated as holidays by a resolution of the Township Council except Christmas Day, December 25, New Years Day, January 1 and Independence Day, July 4, will be the actual holiday rather than the day designated by the Township Council;

(d) Officers will be paid two and one-half (2 1/2) times their regular hourly rate for all time actually physically worked during any 24 hour holiday period.

Article 20: Funeral Benefits

Members of the Bargaining Unit shall be entitled up to five (5) days off with pay at the straight time rate in the event of the death of a member's spouse or child.

In the event of a death of a member's parent, parent-in-law, or brother-in law, the employee shall be entitled up to one (1) day off with pay at the straight time rate.

Article 21: Expenses

A. Mileage. The Township will reimburse members of the Bargaining Unit for mileage expenses incurred while travelling on official duty at the rate of \$.225 per mile, but only if the employee has requested the use of a Township vehicle and one is not available.

B. Expenses. The Township will reimburse \$4.00 per meal, but only if,

1. Request for reimbursement is submitted by monthly voucher supported with a receipt for each expense being sought for reimbursement; and

2. Meals are not provided at the destination of the official duty trip.

C. Traveling on Official Duty. Employees are entitled to the meal reimbursement while traveling at the direction of the Township to court, school or special assignment excluding those locations in Somerset County and Middlesex County adult and juvenile court.

#### Article 22: Personnel Files

The Township will maintain personnel files for each member of the department. Copies of all items involving discipline will be furnished to the employee and initialed by the employee prior to placement in the personnel file.

#### Article 23: Miscellaneous

Both parties agree to be bound by all statutory and judicial decisions, and each party has all rights and privileges as set forth in such statutes and judicial decisions where applicable to the parties hereto.

#### Article 24: Term of Contract

This contract shall be in full force and effect retroactively to January 1, 1991 for the period ending December 31, 1992 and shall continue until such time as the parties reach a new agreement.

The SOA shall, at least sixty (60) days prior to the expiration of this contract, which shall be in December 1992, submit in writing its intention to open negotiations and shall include as part of said notice a list of all items which it intends to negotiate, subject to any determination during the interim period which shall be between the date of ratification of this contract and the expiration date of same any changes mutually agreed by the parties hereto.

#### Article 25: Funeral Detail

In the event a Police Officer is killed in the line of duty in the State of New Jersey, the Township and SOA Local No. 154 will designate two (2) members of the Bargaining Unit to attend the Officer's funeral. One (1) representative will be picked by the Chief of Police and one (1) by the SOA, Local 154 President. The personnel selected will be on a list prepared and revised every four (4) months.

The Township agrees to provide each member of the SOA with a copy of this Agreement at no expense to the SOA.

Township of Franklin

By: \_\_\_\_\_, Mayor

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_, Township Clerk

Superior Officers Association  
PBA, Local 154

By: \_\_\_\_\_, President

Date: \_\_\_\_\_

APPENDIX A

Salary Schedule

1/1/91

Sergeant	\$40,906	Lieutenant	\$44,178
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1/1/92

Sergeant	\$43,708	Lieutenant	\$47,204
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Detectives and Acting Detectives shall be compensated at the rate of \$600.00 over the base pay of an equal rank uniformed officer.

MEMORANDUM OF UNDERSTANDING:

The undersigned parties agree that if the PBA Local 154 designates a member of the Supervisory Officers Association ("SOA") to be the PBA representative in any funeral detail pursuant to Article 20 of the PBA Collective Bargaining Agreement with the Township, and the SOA member accepts, the Township will permit the designation and attendance by the SOA member.

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
PBA Local 154

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
PBA Local 154, SOA

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Township of Franklin